

REMARKS

The Office Action maintains the rejection of Claims 1-29 under 35 U.S.C. 103(a) as being obvious over U.S. Patent No. 6,889,197 to Derek Lidow (hereinafter “the Lidow ‘197 patent”). As described below, independent Claims 1 and 16 have been amended in order to further patentably distinguish the claimed invention. Additionally, new dependent Claims 30 and 31 have been added in order to highlight other unique aspects of the claimed invention. Based on the foregoing amendments and the following remarks, it is respectfully requested that the application be reconsidered and the claims be allowed.

At the outset, Applicants’ undersigned representative notes with appreciation the telephonic interview that was conducted on August 25, 2008. During the interview, the current ground of rejection, including the Lidow ‘197 patent, was discussed along with the foregoing amendments to independent Claims 1 and 16. No agreement was reached during the interview.

Independent Claim 1 generally recites a supply chain visibility system including a processing element for generating graphical user interfaces for presenting a) an initial release panel for displaying a preliminary configuration to facilitate negotiations between the suppliers and the at least one recipient as to changes in the preliminary configuration and establishment of an associated delivery schedule, b) a configuration panel for displaying an agreed-upon final configuration and delivery schedule in which the final configuration includes changes from the preliminary configuration proposed by one or more suppliers, c) a template panel for displaying a common set of parts to each of a plurality of effectivities, d) a statement of work panel for displaying a required final set of parts for each of the effectivities derived from the common set of parts and e) a shipping entry panel configured to receive shipping status data on actual parts being shipped from the suppliers and needed to complete the required final set of parts. The processing element of independent Claim 1 is also configured to compare the shipping status data received by the shipment entry panel to the shipping status of the actual parts and to update the shipping status of the actual parts. As now amended, independent Claim 1 further recites that “the preliminary configuration displayed by the initial release panel is changeable by the suppliers as desired prior to creation of a final configuration and subsequent shipment of the parts”.

The Lidow '197 patent describes a supply chain architecture having a centralized supply chain server that is communicably connected to customers, suppliers, logistics providers, carriers and financial institutions. The supply chain server receives forecasts from customers detailing the customers' orders. The supply chain server analyzes these forecasts to ensure that the forecast conform to contractual arrangements and do not contain errors. Once the forecast is validated, the supply chain server sends the forecasted demands to at least one supplier. The supply chain server then controls processes involved in the distribution of the product from the suppliers to the customers including the generation and payment of invoices.

As noted above, independent Claim 1 was previously amended to recite, among other elements, a processing element configured to generate "an initial release panel operable to display a preliminary configuration to facilitate negotiations between the suppliers and the at least one recipient as to changes in the preliminary configuration and establishment of an associated delivery schedule". Thereafter, the processing element is configured to generate "a configuration panel operable to display a final configuration and delivery schedule agreed to by the suppliers and the at least one recipient and incorporating changes to the preliminary configuration from one or more suppliers". As described on page 10, lines 8-31 and page 11, lines 14-25 of the present application, the supply chain visibility system permits a recipient, such as a customer, to propose a preliminary configuration and then to enter into negotiations with the suppliers, both as to changes in the preliminary configuration itself and to establish an appropriate delivery schedule.

In response, page 5 of the Official Action asserted that, in light of the breadth of the claim language, the planned deployment of the Lidow '197 patent corresponded to the initial release panel while the deployment plan would change as parts were discovered to be defective. Additionally, page 3 of the Official Action indicates that "an initial release panel that can display a preliminary configuration to facilitate negotiation (fig 3), changes would be incorporated inherently if they were decided on and further, Lidow teaches allowing changes if there are problems (fig 14)".

Notwithstanding the position taken by the Official Action, Applicants submit that the Lidow '197 patent does not teach or suggest an initial release panel operable to display a preliminary configuration to facilitate negotiations between the suppliers and the at least one

recipient, nor a configuration panel that incorporates changes to the preliminary configuration from one or more suppliers. As explained in the prior Amendment, the Lidow '197 patent does not teach or suggest any process for permitting suppliers to make changes to a preliminary configuration prior to the generation of the final configuration and the delivery schedule.

Instead, the Lidow '197 patent describes a process in which a customer submits its demand for a desired product to a supply chain server. After validating the customer demand, such as by insuring that it is complete and in a standard format, orders are then issued in accordance with the Lidow '197 patent to one or more suppliers to fulfill the customers demand. The supplier, in turn, merely provides parts in accordance with the demand identified by the customer.

In support of its rejection, the Official Action pointed to FIG. 3 of the Lidow '197 patent in regards to the display of an initial release panel to facilitate negotiations between the suppliers and at least one recipient. However, the process depicted in FIG. 3 describes a process performed by the supply chain server and in no way involves the supplier in any manner that would permit the supplier to change the preliminary configuration. Moreover, the reference by the Official Action to the process by which a supplier is involved in the return of an unsatisfactory part is also distinctly different from the changes to the preliminary configuration that are provided by the suppliers in response to the initial release panel as set forth by independent Claim 1. In this regard, the final configuration that incorporates the changes to the preliminary configuration provided by one or more suppliers are displayed along with the delivery schedule such that the initial display of the preliminary configuration, the changes to the preliminary configuration introduced by the suppliers and the resulting display of the final configuration all occur prior to delivery of the parts. As such, any technique for returning unsatisfactory parts that is described by the Lidow '197 patent is distinctly different and does not teach or suggest the manner in which the supply chain visibility system of independent Claim 1 permits suppliers to change the preliminary configuration prior to generation of the final configuration and the associated delivery schedule.

In order to further highlight the patentable distinctions of the supply chain visibility system relative to the Lidow '197 patent, independent Claim 1 has been further amended to recite that "the preliminary configuration displayed by the initial release panel is changeable by the suppliers as desired prior to creation of a product configuration and subsequent shipping of

the parts". As such, the amendments to independent Claim 1 make explicit the relative timing of the changes provided by the suppliers to be prior to the creation of the final configuration and prior to any subsequent shipment of the parts. In this regard, changes to the preliminary configuration from one or more of the suppliers may be incorporated into the final configuration along with the agreed-upon delivery schedule prior to generating the statement of work and other related documentation, such as purchase orders, etc. Moreover, the amendments to independent Claim 1 make clear that the changes to the preliminary configuration that are provided by the suppliers are any changes that are desired by the suppliers and not just, for example, changes attributable to the return of an unsatisfactory part.

By fostering a collaborative negotiation between the suppliers and the recipient during an early stage of the process, it is anticipated that subsequent changes to the final configuration can be reduced and efficient operation of the supply chain can be facilitated. While a supply chain visibility system as set forth by amended independent Claim 1 can be useful in a variety of applications, the supply chain visibility system of amended independent Claim 1 which includes initial collaboration between the suppliers and the recipient prior to the establishment of the final configuration and the associated delivery schedule is particularly useful in the context of a supply chain for a complex product, such as an aircraft, in which at least some of the parts or services are order dependent in that certain steps of the assembly process must be performed before other steps can be begun or completed and in which delay can result in substantial lost revenue.

As described above, the Lidow '197 patent does not teach or suggest the changing of a preliminary configuration by suppliers as desired prior to the creation of the final configuration and subsequent shipping of the parts, as now set forth by amended independent Claim 1. Instead, the Lidow '197 patent does not appear to permit supplier input into the process of defining the final configuration of an effectiveness and, as such, does not permit a supplier to change a preliminary configuration in any manner that a supplier would desire prior to creation of the final configuration. Moreover, any involvement of a supplier in the return of an unsatisfactory product as described by the Lidow '197 patent is distinctly different and does not teach or suggest changes introduced by the suppliers to a preliminary configuration prior to the creation of the final configuration and subsequent shipment of the parts. Indeed, the replacement

of a defective part would not appear to change the configuration of an effectiveness, but would, instead, simply provide functional parts to form the configuration.

For the reasons above, it is submitted that the Lidow '197 patent fails to teach or suggest Claim 1 of the present application. In a manner similar to Claim 1, independent Claim 16 has also been amended to generally recite, among other things:

displaying, using an initial release panel of each graphical user interface, a preliminary configuration;

receiving changes from and as desired by the suppliers to the preliminary configuration displayed by the initial release panel prior to creation of a final configuration and subsequent shipment of the parts;

negotiating as to changes in the preliminary configuration and establishment of an associated delivery schedule, wherein negotiating comprises receiving changes to the preliminary configuration from one or more suppliers;

displaying, using a configuration panel of each graphical user interface, [[a]] the final configuration and delivery schedule agreed to by the suppliers and the at least one recipient and incorporating changes to the preliminary configuration from one or more suppliers

As described above in conjunction with amended independent Claim 1, the Lidow '197 patent fails to teach or suggest receiving changes from and as desired by the suppliers to the preliminary configuration displayed by an initial release panel prior to creation of a final configuration and subsequent shipment of the parts. Since the Lidow '197 patent does not receive changes from the suppliers to the preliminary configuration, the Lidow '197 patent also fails to teach or suggest displaying the final configuration and delivery schedule that incorporates the changes to the preliminary configuration from the one or more suppliers, as set forth by independent Claim 16. Instead, the Lidow '197 patent merely describes the suppliers fulfilling the consumer demand without permitting the suppliers to make changes to a preliminary configuration that are subsequently reflected in a final configuration, as now also recited by amended independent Claim 16.

Thus, Claim 16 is not taught or suggested by the Lidow '197 patent for at least the same reasons as described above in conjunction with Claim 1. The remaining Claims 2-15 and 17-29 depend from independent Claims 1 or 16 and are therefore patentably distinct from the Lidow '197 patent for at least the same reasons as described above in conjunction with the respective

independent claims. The rejections of Claims 1-29 under 35 U.S.C. 103(a) have therefore been overcome.

Additionally, new dependent Claims 30 and 31 have been added to define other unique aspects of the present invention. In this regard, new dependent Claim 30 recites that “the processing element is further configured to generate a new parts list panel that is filled by one or more suppliers with a list of parts that comprise a proposed configuration, wherein the processing element is configured to generate the new parts list panel prior to the initial release panel with the preliminary configuration provided by the initial release panel at least partially based upon the new parts list panel.” New dependent Claim 31 includes comparable recitations in the context of a method. See, for example, page 10, lines 8-14 of the present application as well as FIG. 9. As such, prior to even the generation of the preliminary configuration, a new parts list panel is generated that is then filled by one or more suppliers with a list of parts that the one or more suppliers believe necessary to fabricate a particular effectivity. This list of parts that has been provided by the suppliers is then used to create the preliminary configuration that is published to the suppliers and to which the suppliers may make changes as described above. By permitting the suppliers to populate the new parts list, the recipient is not only relieved of effort required to create the new parts list, but also the recipient enjoys the benefit of the suppliers’ experience.

The Lidow ‘192 patent does not teach or suggest the generation of a new parts list panel and the filling of the new parts list panel by one or more suppliers as now set forth by new dependent Claims 30 and 31. Indeed, the Lidow ‘192 patent does not appear to involve the suppliers in the definition of the configuration of an effectivity and, instead, only places orders with the suppliers to satisfy the customers’ request. As such, new dependent Claims 30 and 31 are also submitted to be patentably distinct from the Lidow ‘192 patent for at least this additional reason.

CONCLUSION

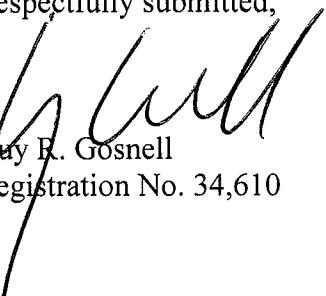
In view of the amendments to the claims and the remarks presented above, it is respectfully submitted that Claims 1-31 of the present application are in condition for allowance.

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It is respectfully requested that a Notice of Allowance be issued in due course. The Examiner is requested to contact Applicants' undersigned attorney to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



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